

whether the object of the gift or limitation of such interest or possibility be or be not ascertained, also a right of entry, whether immediate or future, and whether vested or contingent into or upon any tenements or hereditaments of any tenure, may be disposed of by deed, but that no such disposition shall by force only of this Act defeat or enlarge an estate tail, and that any such disposition by a married woman shall be made conformably to the provisions of any Act in force at the time of such disposition for enabling married women to convey their real estate.

VI. And be it enacted, That a contingent remainder, existing at any time after the thirtieth day of May, one thousand eight hundred and forty-nine, and if created before the passing of this Act, shall be deemed to have been capable of taking effect, notwithstanding the determination by forfeiture, surrender or merger, of any preceding estate of freehold.

VII. And be it enacted, That when the reversion expectant on a lease made either before or after the passing of this Act of any tenements or hereditaments of any tenure, shall be surrendered or merge, the estate which shall for the time being confer, as against the tenant under the same lease, the next vested right to the same tenements or hereditaments, shall, to the extent and for purpose of preserving such incidents to and obligations on the same reversion as but for the surrender or merger thereof would have subsisted, be deemed the reversion expectant on the same lease.

VIII. And be it enacted, That when any person entitled to any freehold or leasehold land by way of mortgage, has or shall have departed this life, and his executor or administrator is or shall be entitled to the money secured by the mortgage, or shall have assented to a bequest thereof, or shall have assigned the mortgage debt, such executor or administrator shall have power, on payment of the principal money and interest due on the said mortgage, or if the mortgage money shall have been paid to the testator or intestate in his lifetime, to convey, release and discharge the said mortgage debt and the legal estate in the land; and such executor or administrator shall also have the same power as to any portion of the lands, on payment of some part of the mortgage debt, or on any arrangement for exonerating the whole or any part of the mortgaged lands without payment of money, and such conveyance, release or discharge shall be as effectual as if the same had been made by any person having the legal estate.

IX. And be it enacted, That the thirteenth section of the said recited Act shall extend and be applied to any estate, right or title or interest in lands which may be disposed of by deed under the fifth section of this Act.

CAP. VIII.

An Act to facilitate the Leasing of Lands and Tenements.

[2d August, 1851.]

WHEREAS it is expedient to facilitate the leasing of lands and tenements: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That from and after the passing of this Act, whenever any person, being a party to any deed which shall be expressed to be made in pursuance of this Act, shall employ in such deed any of the forms of words contained in column one of the Schedule hereto annexed, and distinguished by any number therein, such deed shall be taken to have the same effect and be construed as if such person had inserted in such deed the form of words contained in column two of the same Schedule, and distinguished by the same number as is annexed to the form of words employed by such person, but it shall not be necessary in any such deed to insert any number.

Certain contingent remainders made valid.

Effect of surrender or merger of reversions expectant on a lease in certain cases.

Executor of deceased mortgagee, may convey, or release to the lands mortgaged in certain cases.

Section 13, of above Act extended.

Preamble.

Form of words in column 1 of Schedule to be construed as in column 2.

II. And be it enacted, That every such deed, unless any exception be specially made therein, shall be held and construed to include all out-houses, buildings, barns, stables, yards, gardens, cellars, ancient and other lights, paths, passages, ways, waters, water courses, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances whatsoever, to the lands and tenements therein comprised belonging or in any wise appertaining.

Lease to include all appurtenances of the property demised.

III. And be it enacted, That any deed or part of a deed, which shall fail to take effect by virtue of this Act, shall nevertheless be as valid and effectual, and shall bind the parties thereto, as far as the rules of law and equity will permit, as if this Act had not been made.

Effect if the Deed do not take effect as under this Act.

IV. And be it enacted, That this Act shall be in force only in Upper Canada.

Act to apply to U. C. only.

SCHEDULE.

Column 1.

Column 2.

1. That the said (lessee) covenants with the said (lessor) to pay rent.

1. And the said lessee doth hereby for himself, his heirs, executors, administrators and assigns covenant with the said lessor that he the said lessee, his executors, administrators and assigns will during the said term pay unto the said lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.

2. And to pay taxes.

2. And also will pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor on account thereof.

3. And to repair.

3. And also will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises with the appurtenances, in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected and made, when, where and so often as need shall be.

4. And to keep up fences.

4. And also will from time to time, during the said term, keep up the fences and walls of or belonging to the said premises, and make anew any parts thereof that may require to be new-made in a good and husbandlike manner, and at proper seasons of the year.

5. And not to cut down timber.

5. And also will not at any time during the said term hew, fell, cut down or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor, any timber or timber trees, except for necessary repairs, or firewood, or for the purpose of clearance as herein set forth.

6. And that the said (lessor) may enter and view state of repair, and that the said (lessee) will repair according to notice.

6. And it is hereby agreed that it shall be lawful for the lessor and his agents, at all reasonable times during the said term, to enter the said demised premises to examine the condition thereof, and further that all want of reparation that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises, the said lessee, his executors, administrators and assigns will, within three calendar months next after such notice, well and sufficiently repair and make good accordingly.

7. And will not assign or sub-let without leave.

7. And also that the lessee shall not nor will during the said term assign, transfer or set over, or otherwise by any act or deed procure the said premises or any of them to be assigned, transferred, set over or sub-let unto any person or persons whomsoever without the consent in writing of the lessor, his heirs or assigns first had and obtained.

Column 1.

8. And that he will leave the premises in good repair.

9. Proviso for re-entry by the said (*lessor*) on non-payment of rent or non-performance of covenants.

10. The said (*lessor*) covenants with the said (*lessee*) for quiet enjoyment.

Column 2.

8. And further the lessee will, at the expiration or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor the said premises hereby demised with the appurtenances, together with all buildings, erections and fixtures thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire only excepted.

9. Provided always, and it is hereby expressly agreed that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen days after any of the days on which the same ought to have been paid, although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the lessee, his executors, administrators or assigns, then and in either of such cases it shall be lawful for the lessor at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, re-possess and enjoy, as of his or their former estate; any thing hereinafter contained to the contrary notwithstanding.

10. And the lessor doth hereby for himself, his heirs, executors, administrators and assigns covenant with the lessee, his executors, administrators and assigns that, he and they paying the rent hereby reserved, and performing the covenants hereinbefore on his and their part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the lessor, his heirs, executors, administrators and assigns, or any other person or persons lawfully claiming by, from or under him, them or any of them.

Directions as to the Forms in the Schedule.

1. Parties who use any of the forms in the first column of this Schedule, may substitute for the words "lessee" or "lessor" any name or names, and in every such case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

2. Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in the form in the first column of the Schedule, and corresponding changes shall be taken to be made in the corresponding forms in the second column.

3. Such parties may introduce into or annex to any of the forms in the first column any express exceptions from or express qualification thereof respectively, and the like exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column.

4. Where the premises demised are of freehold tenure, the covenants 1 to 8 shall be taken to be made with, and the proviso 9 to apply to the heirs and assigns of the lessor; and where the premises demised shall be of leasehold tenure, the covenants and proviso shall be taken to be made with, and apply to the lessor, his executors, administrators and assigns.